

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Don DiPetrillo, Fire Chief/EMC, 797-1213
Prepared by Frank Suriano, Assistant Chief, 797-1843

SUBJECT: Resolution

AFFECTED DISTRICT: All Districts

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, FOR AN AGREEMENT (MEMORANDUM OF UNDERSTANDING) BETWEEN THE TOWN OF DAVIE AND THE DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF STATE FIRE MARSHAL, IN ORDER TO RECEIVE FUNDING FOR THE TOWN OF DAVIE FIRE RESCUE DEPARTMENT TECHNICAL RESCUE TEAM (\$10,830.62).

REPORT IN BRIEF: The Town of Davie via the Fire Rescue Department has committed to establishment of a Technical Rescue Team (TRT) in partnership with the Florida Department of Financial Services, Division of State Fire Marshal. The 2005 Homeland Security Grant Program ("SHSGP") is a portion of the 2005 Domestic Preparedness Grant and provides funds to enhance the capability of the State and the Town of Davie to prevent, deter, respond to, and recover from incidents of terrorism. The Domestic Preparedness Grant guidelines require that, if the State disburses a portion of said grant funds to the Town of Davie, the State must enter into a Memorandum of Understanding with the Town of Davie, specifying the amount of funds (no less than \$10,830.62) to be disbursed for the identified training. The State and the Town utilize the State of Florida's Homeland Security Strategies as the basis for the allocation of 2005 SHSGP funds to meet prioritized needs to enhance and refine their preparedness efforts, and have received state and federal approval for the allocation and expenditure of said funds. The deadline to submit all appropriate reimbursement requests was extended from May 1, 2006 to July 31, 2006.

PREVIOUS ACTIONS: n/a

CONCURRENCES: none

FISCAL IMPACT: Yes

Has request been budgeted? No

If yes, expected cost:

Account Name: Fire Rescue/Special Operations/Education and Training

If no, amount needed: \$10,830.62

What account will funds be appropriated from: #001-0603-522-4001.

RECOMMENDATION(S): Motion to approve the resolution to authorize the acceptance and recognition of funds, and allocation to the fire rescue department account #001-0603-522-4001, Special Operations/Education and Training.

Attachment(s): Resolution
Agreement (Memorandum of Understanding)

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, FOR AN AGREEMENT (MEMORANDUM OF UNDERSTANDING) BETWEEN THE TOWN OF DAVIE AND THE DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF STATE FIRE MARSHAL, IN ORDER TO RECEIVE FUNDING FOR THE TOWN OF DAVIE FIRE RESCUE DEPARTMENT TECHNICAL RESCUE TEAM.

WHEREAS, the Town of Davie via the Fire Rescue Department has committed to establish a Technical Rescue Team (TRT) in partnership with Florida Department of Financial Services, Division of State Fire Marshal; and

WHEREAS, the 2005 Homeland Security Grant Program ("SHSGP"), is a portion of the 2005 Domestic Preparedness Grant and provides funds to enhance the capability of the State and the Town of Davie to prevent, deter, respond to, and recover from incidents of terrorism; and

WHEREAS, the 2005 Domestic Preparedness Grant guidelines require that, if the State disburses a portion of said grant funds to the Town of Davie, the State must enter into a Memorandum of Understanding with the Town of Davie, specifying the amount of funds (no less than \$10,830.62) to be disbursed by the State for the identified training; and

WHEREAS, the State and the Town of Davie have utilized the State of Florida's Homeland Security Strategies as the basis for the allocation of 2005 SHSGP funds to meet prioritized needs to enhance and refine their preparedness efforts, and have received state and federal approval for the allocation and expenditure of said funds as designated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby authorizes the Mayor to enter into a Memorandum of Understanding between the Town of Davie and the Department of Financial Services, Division of State Fire Marshal.

SECTION 2. The Town Council hereby authorizes the acceptance and recognition of funds, and the allocation of same to fire rescue department account #001-0603-522-4001 Education and Training.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006

MEMORANDUM OF UNDERSTANDING
FOR EXPENDITURE OF LOCAL GOVERNMENT UNIT FUNDING
FOR FLORIDA TYPE II TECHNICAL RESCUE RESOURCE (LIGHT TECHNICAL RESCUE TEAM)
FROM 2005 DOMESTIC PREPAREDNESS GRANT STATE HOMELAND SECURITY GRANT PROGRAM

THIS AGREEMENT is entered into by and between **The Town of Davie, Florida** ("Local Government Unit") and **Florida Department of Financial Services, Division of State Fire Marshal** ("SFM").

WHEREAS, the U.S. Department of Homeland Security, Office of Domestic Preparedness ("ODP") has made available 2005 Domestic Preparedness Grant funds to the Florida Department of Financial Services, Division of State Fire Marshal, as the State of Florida's State Administrative Agency for Fire-Rescue under federal grant guidelines, which funds are designated to be used for planning, equipment, training, exercise and management and administrative Purchases and activities in Domestic Preparedness.

WHEREAS, the 2005 Homeland Security Grant Program ("SHSGP"), is a portion of the 2005 Domestic Preparedness Grant and provides funds to enhance the capability of State and Local Government Units to prevent, deter, respond to, and recover from incidents of terrorism.

WHEREAS, the 2005 Domestic Preparedness Grant guidelines require that, if the State disburses a portion of said grant funds to a local government unit, the State must enter into a Memorandum of Understanding with the Local Government Unit, specifying the amount of funds to be disbursed by the State for the below identified training; and

WHEREAS, the State and the Local Government Unit have utilized the State of Florida's State Homeland Security Strategies as the basis for the allocation of 2005 SHSGP funds to meet prioritized needs to enhance and refine their preparedness efforts, and have received state and federal approval for the allocation and expenditure of said funds as designated herein,

NOW THEREFORE, the parties agree to the following terms:

1. The Local Government Unit requests the State, through the Department of Financial Services, Division of State Fire Marshal, to disburse the amount of no less than \$10,830.62 (Grant Fund Amount), as the portion of the Local Government Unit's allocation of the SHSGP portion of the 2005 Domestic Preparedness Grant.
2. The Department of Financial Services, Division of State Fire Marshal, representing the State in its administration of the 2005 SHSGP grant funds, agrees to disburse the Grant Fund Amount to **The Town of Davie, Florida** to provide funding in the amount of no less than \$10,830.62 for training in SFM approved NFPA 1670 Operational Level training courses.
3. The Local Government Unit agrees that unless the Local Government Unit is a state agency or subdivision, the Local Government Unit shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Memorandum of Understanding, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this Memorandum of Understanding. For purposes of this Memorandum of Understanding, the Local Government Unit agrees that it is not an employee or agent of the Department, but is an independent contractor.
4. Any Local Government Unit who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortuous acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign

immunity by any Local Government Unit to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

5. The Local Government Unit agrees that all notices provided under or pursuant to this Memorandum of Understanding shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the contract representative identified below at the address set forth below and said notification attached to the original of this Memorandum of Understanding.
6. The Local Government Unit shall use the funds provided to it under this Memorandum of Understanding ("the eligible training") for the purpose specified in the Florida Strategy, and specifically agrees to:
 - a) Upon notification by the SFM, the Local Government Unit shall respond to any and all incidents either within its jurisdictional boundaries or regional response area, or statewide as designated within the State Emergency Response Plan, with all appropriate equipment and support for a Type II Technical Rescue resource (Light Technical Rescue Team), for so long as the Memorandum of Understanding remains in effect, or as may be agreed upon under the Florida Strategy.
 - b) Submit all appropriate reimbursement requests by May 1, 2006.
7. This Memorandum of Understanding is effective upon its execution by the parties and may be modified only in writing with execution by both parties. This Agreement terminates on June 30, 2006, or earlier a) as otherwise stated herein, b) as agreed to by the parties, or c) as otherwise required by law or by state or federal guidelines.
8. This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties.

Name and address for the Department contract managers for this Memorandum of Understanding is:

Contract/Financial Activities::

John J. Delorio, II – CFO, EFO, MIFireE
Division of State Fire Marshal
Bureau of Fire Standards and Training
Training
11655 NW Gainesville Road
Ocala, Florida 34482-1486
Email: john.deiorio@fldfs.com

Programmatic Activities:

Dave A. Casey, Bureau Chief
Division of State Fire Marshal
Bureau of Fire Standards and
11655 NW Gainesville Road
Ocala, Florida 34482-1486
Email: dave.casey@fldfs.com

The name and address of the representative of the Local Government Unit responsible for the administration of this Memorandum of Understanding is:

Town of Davie, Florida:

Donald DiPetrillo, Fire Chief/EMC
Davie Fire Rescue Department
6901 Orange Drive
Davie, Florida 33314-3238
954-797-1213
Email: Don_DiPetrillo@davie-fl.gov

The parties agree to comply with state and federal guidelines in the allocation, expenditure and reporting of the use of the Grant Fund Amount.

WHEREFORE, the parties hereto have caused this Memorandum of Understanding to be executed by their undersigned officials as duly authorized.

**TOWN OF DAVIE, FLORIDA
FIRE RESCUE DEPARTMENT**

Name of Agency

**DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL**

Name of Agency

Signature of Agency Official

Signature of Agency Official

Donald DiPetrillo, Fire Chief, Town of Davie

Printed Name of Agency Official

**Lisa Miller, Chief of Staff, Department of Financial
Services**

Printed Name of Agency Official

Date

Date

"John Deiorio II" <John.Deiorio@fldfs.com>

04/24/2006 12:08 PM

To

Cc: "Dave Casey" <Dave.Casey@fldfs.com>, "Allen Lovvorn" <Allen.Lovvorn@fldfs.com>, "Regina Saueracker" <Regina.Saueracker@fldfs.com>, "Joanne Sakowicz" <Joanne.Sakowicz@fldfs.com>, "Mike Bannister" <Mike.Bannister@fldfs.com>

Subject: '05-'06 Grant Funding MOU deadline extension

Over the last few weeks there have been many questions regarding the deadline for the '05-'06 grant funding. Some of you have also asked about a possible extension. Both Chief Casey and I have been seeking the answers to these questions from our partners in Tallahassee. The result of these conversations and meetings are as follows:

We are authorizing an extension on the MOU between DFS/SFM and local entities until July 31, 2006.
This means:

- ALL training, new equipment and sustainment purchases funded by the '05-'06 SHSCP funds must be completed by July 31, 2006.
- ALL reimbursement requests must be submitted by July 31, 2006.
- Up front reimbursement requests (submitted prior to purchases or completion of training) are not permitted for the '05-'06 funding period. (This option is being considered for the '06-'07 funding.)

Further extension requests are being prepared presently, however, teams and task forces should proceed expeditiously to complete the purchases and training outlined in the funding strategy. Coming from a local government background, both Chief Casey and I understand the difficulty in accomplishing many of the projects you would like to complete with this grant funding in the time remaining, however, we hope that the local agencies will do the best they can, and we will assist in any way possible.

John J. Deiorio, II - CFO, EFO, MIFireE - john.deiorio@fldfs.com
Florida Division of State Fire Marshal - www.fldfs.com/sfm
Bureau of Fire Standards and Training - http://www.fldfs.com/sfm/bfst/bfst_index.htm
Florida State Fire College - <http://www.fldfs.com/sfm/bfst/index.shtml> or www.floridastatefirecollege.org
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